



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council Work Session

Monday, September 24, 2012

4:00 PM

City Hall Conference Room 2A

CALL OF ROLL: On a call of roll, the following members were present:

Discussion Items

1. [12-0621](#) Interlocal Agreement Between City of Grand Rapids and Township of Arbo for Public Works Maintenance Services.
Attachments: [Arbo Agreement](#)

ADJOURN

Attest:

Shawn Gillen, City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0621 **Version:** 1 **Name:** Interlocal Agreement Between City of Grand Rapids and Township of Arbo for Public Works Maintenance Services.

Type: Agenda Item **Status:** CC Worksession

File created: 9/20/2012 **In control:** Administration

On agenda: 9/24/2012 **Final action:**

Title: Interlocal Agreement Between City of Grand Rapids and Township of Arbo for Public Works Maintenance Services.

Sponsors:

Indexes:

Code sections:

Attachments: [Arbo Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Interlocal Agreement Between City of Grand Rapids and Township of Arbo for Public Works Maintenance Services.

**INTERLOCAL AGREEMENT BETWEEN
CITY OF GRAND RAPIDS AND TOWNSHIP OF ARBO
FOR PUBLIC WORKS MAINTENANCE SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2012, by the City of Grand Rapids ("Grand Rapids") and Arbo Township ("Arbo"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

RECITALS

WHEREAS, Arbo desires to contract with Grand Rapids for the provision of public works maintenance services; and

WHEREAS, Grand Rapids desires to assist Arbo and has the ability to provide services to the extent and on terms provided for herein, and

WHEREAS, under Minn. Stat. Sec. 471.59, two or more governmental units, by agreement, may jointly or cooperatively exercise any power common to the units;

WHEREAS, both entities are governmental units possessing the authority to enter into a cooperative agreement for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services:

1.1 Grand Rapids will provide the services described on Exhibit "A" attached hereto through the services of a full-time, union, public works employee hired by Grand Rapids specifically for the purpose of providing services to Arbo, at an annual cost to Grand Rapids, which includes benefits, of \$55,100. The employee will be made available to Arbo for as many hours needed to perform the services requested by Arbo; any time not spent performing services for Arbo will be spent performing services for Grand Rapids. One representative from the Arbo Board of Supervisors will be allowed to sit on the hiring board; however, Grand Rapids shall have final hiring approval authority over the employee.

1.2 In addition to the services described above, Grand Rapids will supply to Arbo an Ice Rink Attendant.

1.3 Grand Rapids agrees to furnish the labor necessary to perform its obligations under this agreement. Arbo agrees to supply the equipment, facilities and supplies necessary for Grand Rapids to perform its obligations. All such property shall remain the property of Arbo and Grand Rapids shall not obtain any interest therein. Should it become necessary for Grand Rapids to use its own equipment in the performance of services on behalf of Arbo, Arbo agrees to execute a separate agreement with Grand Rapids to cover the use and cost of that equipment.

1.4 Grand Rapids will maintain responsibility for all personnel providing services under this agreement and shall maintain workers compensation coverage for its employees. Arbo agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Grand Rapids for any and all liability claims occurring while Grand Rapids personnel and equipment are working for the benefit of Arbo. These indemnities shall include attorney's fees and costs that may arise from third party claims related to the provision of services under this agreement.

2. Consideration:

2.1 In consideration of the services provided by Grand Rapids to Arbo pursuant to this Agreement, Arbo shall pay to Grand Rapids an hourly fee of \$29.14. This fee is computed by taking the annual cost of the public works employee, multiplied by a 10% administrative fee to Grand Rapids, divided by 2080 hours for a fulltime employee ($\$55,100 \times 10\% \div 2080 = \29.14). The ice rink attendant will be paid at the rate of 8/hr.

2.2 All work performed by Grand Rapids Public Works staff and the ice rink attendant on behalf of Arbo must be submitted in the form of a time card to Public Works Director. Any overtime that is to be performed on behalf of Arbo Township must first be authorized in writing by the Arbo Board Chair or Vice Board Chair in the absence of the Chairperson. Overtime requested and authorized will be charged for at an hourly fee that uses an employee wage rate of 1.5 times the employee wage rate used in deriving the hourly fee set forth in 2.1 plus the related additional FICA, Medicare and PERA for the increased employee wage rate. If the employee uses compensatory time for the overtime, the hourly fee set forth in 2.1 applies to the compensatory time used.

2.3 All work performed by Grand Rapids Public Works staff on behalf of Arbo under this agreement must be invoiced for and billed to the Arbo Town Board by the 15th of every month. Payment shall be due within thirty (30) days and shall be payable to the City of Grand Rapids Finance Department. Failure to pay invoices within thirty (30) days shall result in a 5% late penalty for that payment.

3. Designated Representative: The only designated representative of Arbo authorized to request the performance of services under this Agreement is the Board Chair or Vice Board Chair in the absence of the Chairperson.

4. Term and Termination: The term of this agreement shall be from the date executed and shall extend until terminated. Any party hereto may terminate this agreement upon sixty (60) day's written notice to the other. The parties may annually review the services being provided by Grand Rapids and the consideration paid by Arbo for the same, and may modify this agreement if necessary pursuant to Section 9 of this agreement. All rates stated in Section 2.1 shall remain in effect until modified pursuant to this Section.

5. Property: No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this agreement.

6. Non-Exclusivity: This Agreement is non-exclusive between the parties. Grand Rapids and Arbo have the right to enter into similar agreements with other entities.

7. Indemnification:

7.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement, except as otherwise stated in Section 1.4 of this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

7.2 This section shall survive termination of this agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by the Grand Rapids City Administrator and the Arbo Board Chair or Vice Board Chair in the absence of the Chairperson.

9. Amendments: The parties may mutually waive, amend or modify parts of this agreement, but such amendments, modifications, changes or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver of breach of any term of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. Venue: This agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota, County of Itasca.

11. Severability: In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this agreement are declared severable.

12. Integration Clause: This document embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, whether oral or written, between the parties.

13. Assignment: Neither Grand Rapids nor Arbo will assign or transfer any rights or interest in this Agreement.

14. Notices: All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following person designated on behalf of each entity at their respective address:

City of Grand Rapids
Attn: Shawn Gillen
420 No. Pokegama Avenue
Grand Rapids, MN 55744

Arbo Township
Attn: Elaine Johnson, Clerk
28915 Bello Circle
Grand Rapids, MN 55744

CITY OF GRAND RAPIDS

By: _____
Its: _____

By: _____
Its: _____

ARBO TOWNSHIP

By: Taryn R. Edington
Its: Shawn

Attest:
By: Elaine Johnson
Its: CLERK

EXHIBIT A

Services to be provided include, but are not limited to:

Street cleaning

Maintenance and upkeep of public facilities and grounds

Maintenance and upkeep of streets, roads and drainage ditches

Design, manufacture and installation of street signs

Storm water management functions necessary to maintain compliance

Snow removal